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Introduction of BellSouth SWA Contract Tariffs, Section 26

TARIFF SECTION

PAGE NUMBER

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E026

1

01

E026

2

00

E026

3

00

E026

4

00

E026 Contents

1

01

E996 Contents

1

03

E998 Subject Index

2

09

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ALABAMA
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BY: President - Alabama
Birmingham, Alabama

ACCESS SERVICES TARIFF

First Revised Page 1
Cancels Original Page 1

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E26. BELLSOUTH SWA CONTRACT TARIFFS

(C)

CONTENTS

E26.1	BellSouth SWA Contract Tariff No. AL2002-01	1	(N)
E26.1.1	General Regulations	1	(N)
E26.1.2	Subscription Conditions	1	(N)
E26.1.3	Mergers and Acquisitions and Transfer of Service	2	(N)
E26.1.4	BellSouth SWA Revenue Volume Discounts	2	(N)
E26.1.5	BellSouth SWA Contract Tariff No. AL2002-01 Volume Discount Plan	3	(N)

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ACCESS SERVICES TARIFF

First Revised Page 1
Cancels Original Page 1

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E26. BELLSOUTH SWA CONTRACT TARIFFS**E26.1 BellSouth SWA Contract Tariff No. AL2002-01****E26.1.1 General Regulations**

- A. The term beginning date of BellSouth SWA Contract Tariff No. AL2002-01 is the first bill period following subscription to this contract tariff.
- B. BellSouth SWA Contract Tariff No. AL2002-01 is valid for a period of 60 months and shall terminate on August 17, 2007.
- C. The regulations, terms, conditions and volume discounts provided herein shall apply to the customer's applicable BellSouth SWA usage and revenues achieved in the state of Alabama.
- D. A customer that is similarly situated may subscribe within a period of thirty (30) days following the effective date of BellSouth SWA Contract Tariff No. AL2002-01.

E26.1.2 Subscription Conditions

- A. To subscribe to BellSouth SWA Contract Tariff No. AL2002-01, the customer and the Company must execute a Letter of Agreement. The Company shall provide a Letter of Agreement for the customer to execute. The Letter of Agreement shall contain:
 - 1. BellSouth SWA Contract Tariff Number
 - 2. Start and termination date of BellSouth SWA Contract Tariff
 - 3. Customer's Name and Billing Address
 - 4. Billing Account Number the credit will be applied
 - 5. Access Customer Name Abbreviations (ACNAs) and Customer Identifications Codes (CICs) to be included in the BellSouth SWA Contract Tariff
 - 6. BellSouth SWA Contract Tariff term (i.e., 36, 48 or 60 months)
 - 7. Minimum Usage Discount Table
- B. To subscribe to BellSouth SWA Contract Tariff No. AL2002-01, the customer must have been a BellSouth SWA customer for the previous 18-months.
- C. When the customer subscribes to BellSouth SWA Contract Tariff No. AL2002-01, the customer must identify to the Company, all Access Customer Name Abbreviations (ACNAs) and Carrier Identification Codes (CICs) to be included in BellSouth SWA Contract Tariff No. AL2002-01.
- D. The customer must be the billing responsible party for all BellSouth SWA billing elements associated with the ACNAs and CICs included in BellSouth SWA Contract No. AL2002-01.
- E. Any additions after the Letter of Agreement is executed will be handled as a merger or acquisition or transfer of service regulations as set forth in E26.1.3 following.
- F. A customer subscribing to BellSouth SWA Contract Tariff No. AL2002-01 may not subscribe to any other BellSouth SWA Contract Tariff that contains services as set forth in G. following.
- G. The following BellSouth SWA services will be used in determining the BellSouth SWA revenues that are eligible to receive the volume discount based on the established minimum local switching usage.
 - 1. BellSouth SWA Common Transport Service
 - Facility Termination, per minute of use
 - Per Mile, per minute of use
 - DS3 to DS1 Multiplexer, per minute of use
 - DS1 to VG Multiplexer, per minute of use
 - 2. Access Tandem Switching
 - Dedicated Tandem Trunk Port Service
 - Per DSO/VG trunk port required
 - Per DS1 trunk port required
 - DS1 to VG Channelization

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ACCESS SERVICES TARIFF

Original Page 2

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E26. BELLSOUTH SWA CONTRACT TARIFFS**E26.1 BellSouth SWA Contract Tariff No. AL2002-01 (Cont'd)**

(N)

E26.1.2 Subscription Conditions (Cont'd)

(N)

G. (Cont'd)

(N)

3. Local Switching

(N)

Local Switching 1

(N)

Local Switching 2

(N)

Local Switching 3

(N)

Local Switching 4

(N)

Common Trunk Port Service

(N)

Per each Common Transport trunk termination, per minute of use

(N)

Dedicated End Office Trunk Port Service

(N)

Per DSO/VG trunk port required

(N)

Per DS1 trunk port required

(N)

- H. A customer may not combine its local switching minutes of use with another customer, whether an individual, partnership, association or corporation, for the purpose of meeting the established minimum local switching usage, as set forth in E26.1.5.B. following.

(N)

I. Cancellation of BellSouth SWA Contract Tariff No. AL2002-01

(N)

1. During the term period of BellSouth SWA Contract Tariff No. AL2002-01, a customer may one time cancel and subsequently subscribe to another Contract Tariff.
2. Cancellation of and subscription to another BellSouth SWA Contract Tariff is allowed only on the anniversary date of BellSouth SWA Contract Tariff No. AL2002-01 and upon meeting one of the following conditions:
 - a. During the first year of BellSouth SWA Contract Tariff No. AL2002-01, the local switching usage achieved is 10 percent below the minimum usage;
 - b. During the remaining years of BellSouth SWA Contract Tariff No. AL2002-01, the local switching usage is below the minimum usage.
 - c. Local switching usage exceeds the discount usage cap.
 - d. Customer adds CIC codes that are desired to become part of the volume discount contract tariff.

(N)

(N)

(N)

(N)

(N)

(N)

- J. Rates and charges for the BellSouth SWA services included in BellSouth SWA Contract Tariff No. AL2002-01 are as set forth in Section E6 of this Tariff. General regulations and ordering options for the BellSouth SWA services are as set forth in Sections E2 and E5 of this Tariff.

(N)

E26.1.3 Mergers and Acquisitions and Transfer of Service

(N)

- A. In the event the customer merges with another company or is acquired by another company; the following regulations will apply:
1. The customer may elect to terminate subscription to BellSouth SWA Contract Tariff No. AL2002-01.
 2. The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining volume discounts provided under BellSouth SWA Contract Tariff No. AL2002-01.
 3. The customer may continue subscribing to BellSouth SWA Contract Tariff No. AL2002-01 for the duration of the contract term provided that the customer continues the subscription as if it were the same entity that existed prior to the merger or acquisition.
- B. If customer requests a transfer of service, pursuant to Transfer of Service regulations in Sections E2 and E6 of this Tariff, the customer's subscription to BellSouth SWA Contract Tariff No. AL2002-01 shall be terminated.

(N)

(N)

(N)

(N)

(N)

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Original Page 3

ALABAMA

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E26. BELLSOUTH SWA CONTRACT TARIFFS**E26.1 BellSouth SWA Contract Tariff No. AL2002-01 (Cont'd)**

(N)

E26.1.4 BellSouth SWA Revenue Volume Discounts

(N)

- A. Each year of BellSouth SWA Contract Tariff No. AL2002-01 is defined as twelve (12) consecutive bill periods. For purposes of calculating the BellSouth SWA volume discounts, month 1 is the bill period after the beginning date of BellSouth SWA Contract Tariff No. AL2002-01. For example, if the beginning date of BellSouth SWA Contract Tariff No. AL2002-01 is June 6, 2002 bill period, then month 1 for purposes of calculating the BellSouth SWA volume discounts will be the July 6, 2002 bill period. (N)
- B. The BellSouth SWA volume discounts provided herein will be determined during the first month after the end of each year of the BellSouth SWA Contract Tariff No. AL2002-01. During the second month following the end of each year of the BellSouth SWA Contract Tariff No. AL2002-01, the BellSouth SWA volume discounts will be applied via a credit to the customer's bill. (N)
- C. True-up provisions will be made during the first quarter after the termination date of BellSouth SWA Contract No. AL2002-01. (N)
- D. The BellSouth SWA volume discounts are applicable to the usage sensitive and recurring revenues of the BellSouth SWA services as set forth in E26.1.2.G. preceding. (N)
- E. The BellSouth SWA volume discounts specified in BellSouth SWA Contract Tariff No. AL2002-01 will not be applied to taxes and nonrecurring BellSouth SWA revenues. (N)
- F. The BellSouth SWA services to which the volume discounts provided under BellSouth SWA Contract Tariff No. AL2002-01 apply shall only be subject to service assurance warranty regulations specified in E2.4.4 of this Tariff. (N)

E26.1.5 BellSouth SWA Contract Tariff No. AL2002-01 Volume Discount Plan

(N)

- A. BellSouth SWA Contract Tariff No. AL2002-01 provides for annual volume discounts based upon annual local switching minutes of use (MOU) above a stated minimum usage. Annual volume discounts will be determined by the local switching usage volume and the year of the contract in which the local switching usage volume is achieved. (N)
- B. The minimum usage and the achievable volume discounts associated with the BellSouth SWA services are shown in the table below. Volume discounts are not applicable to any usage levels outside of the MOU usage ranges stated in table below: (N)

Minimum Usage (MOU)	Usage Ranges (MOU)	Volume Discount Percentages				
		Year 1	Year 2	Year 3	Year 4	Year 5
96,853,721	96,853,721 – 98,790,795	7%	-	-	-	-
	>98,790,796 – 106,539,093	10%	15%	20%	-	-
	>106,539,094 – 125,909,837	15%	20%	25%	30%	35%

(N)

(N)

(N)

(N)

(N)

- C. The annual local switching usage included in BellSouth SWA Contract Tariff No. AL2002-01 eligible for volume discount is determined by subtracting the minimum usage from the achieved local switching usage for each year. (N)
- D. Dividing the annual local switching usage eligible for volume discount for a given year of BellSouth SWA Contract Tariff No. AL2002-01 by the minimum local switching usage will develop the usage factor. (N)
- E. A usage factor (greater than zero) will be applied to the eligible BellSouth SWA revenue generated by the BellSouth SWA services identified in E26.1.2.G. preceding. This calculation produces the annual revenue eligible for discount. (N)
- F. The discount percent achieved, as set forth in B. preceding, is based upon the minimum usage required, the usage factor achieved and the term year. (N)
- G. The volume discount received for a given year under BellSouth SWA Contract Tariff No. AL2002-01 is determined by multiplying the eligible BellSouth SWA revenue times the discount factor achieved. (N)

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ACCESS SERVICES TARIFF

Original Page 4

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E26. BELLSOUTH SWA CONTRACT TARIFFS**E26.1 BellSouth SWA Contract Tariff No. AL2002-01 (Cont'd)**

(N)

E26.1.5 BellSouth SWA Contract Tariff No. AL2002-01 Volume Discount Plan (Cont'd)

(N)

H. Following is an example of how the annual BellSouth SWA volume discount will be determined.

(N)

BellSouth SWA Contract Tariff No. 2002-01 Volume Discount Calculation

(N)

Customer Information

(N)

Customer subscribed to a five year BellSouth SWA Contract Tariff No. AL2002-01 and is in the 4th year of the contract term. The customer's local switching minimum usage is 5,000,000,000 minutes of use. The annual local switching usage for year 4 is 5,750,000,000 minutes of use and the eligible BellSouth SWA revenues for year 4 is \$25,000,000.

(N)

$$\text{Year 4 Usage} = \text{Year 4 Usage} - \text{Minimum Usage}$$

(N)

$$= 5.75\text{B MOU} - 5\text{B MOU}$$

(N)

$$= 750\text{M MOU}$$

(N)

$$\text{Year 4 Usage Factor} = \frac{\text{Year 4 Annual Usage}}{\text{Minimum Usage}}$$

(N)

$$= \frac{750\text{M MOU}}{5\text{B MOU}}$$

(N)

$$= .15$$

(N)

$$\text{Year 4 Revenue Eligible} = \text{Year 4 Usage Factor} \times \text{Year 4 eligible BellSouth SWA Revenue}$$

(N)

$$= .15 \times \$25,000,000$$

(N)

$$= \$3,750,000$$

(N)

$$\text{Year 4 Volume Discount} = \text{Year 4 Revenue Eligible for Discount} \times \text{Discount Factor}$$

(N)

$$= \$3,750,000 \times .30$$

(N)

$$= \$1,125,000$$

(N)

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ACCESS SERVICES TARIFF

Third Revised Page 1
Cancels Second Revised Page 1

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TABLE OF CONTENTS

E1.	APPLICATION OF TARIFF
E2.	GENERAL REGULATIONS
E3.	CARRIER COMMON LINE ACCESS SERVICE
E4.	RESERVED FOR FUTURE USE
E5.	ORDERING OPTIONS FOR BELLSOUTH SWA AND SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE
E6.	BELLSOUTH SWA SERVICE
E7.	SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE
E8.	BILLING AND COLLECTION SERVICES
E9.	BELLSOUTH DIRECTORY ASSISTANCE ACCESS SERVICE
E10.	LATA CONFIGURATIONS
E11.	SPECIAL FACILITIES ROUTING OF ACCESS SERVICES
E12.	SPECIALIZED SERVICE OR ARRANGEMENTS
E13.	ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES
E14.	SPECIAL CONSTRUCTION
E15.	RESERVED FOR FUTURE USE
E16.	RESERVED FOR FUTURE USE
E17.	RESERVED FOR FUTURE USE
E18.	OPERATOR SERVICES ACCESS SERVICE
E19.	RESERVED FOR FUTURE USE
E20.	EXPANDED INTERCONNECTION SERVICES (EIS)
E21.	FAST PACKET ACCESS SERVICE
E22.	RESERVED FOR FUTURE USE
E23.	RESERVED FOR FUTURE USE
E24.	RESERVED FOR FUTURE USE
E25.	RESERVED FOR FUTURE USE
E26.	BELLSOUTH SWA CONTRACT TARIFFS
E27.	RESERVED FOR FUTURE USE
E28.	RESERVED FOR FUTURE USE
E29.	RESERVED FOR FUTURE USE
E30.	RESERVED FOR FUTURE USE
E31.	RESERVED FOR FUTURE USE
E32.	RESERVED FOR FUTURE USE
E33.	RESERVED FOR FUTURE USE
E34.	ADVANCED INTELLIGENT NETWORK (AIN) SERVICES

(C)

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ACCESS SERVICES TARIFF

Ninth Revised Page 2
Cancels Eighth Revised Page 2

EFFECTIVE: June 17, 2002

SUBJECT INDEX

B.

SUBJECT	SECTION
Balance.....	E2
BellSouth AIN SMS Access Service.....	E34
BellSouth AIN Toolkit Service.....	E34
BellSouth Billing Name and Address for ANI.....	E13
BellSouth Customer Name and Address.....	E13
BellSouth Daily Customer Change Activity.....	E13
BellSouth Dedicated Ring.....	E6
BellSouth Directory Assistance Access.....	E9
BellSouth Equal Access Subscription.....	E13
BellSouth Inward Operator Services.....	E13
BellSouth Operator Transfer Service.....	E18
BellSouth Resold Customer List Information.....	E13
BellSouth® Remote Access Service.....	E6
BellSouth 8XX Toll Free Dialing Number Administration Service.....	E6
BellSouth SWA 500 Service.....	E6
BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service.....	E6
BellSouth SWA Common Channel Signaling Access Capability.....	E6
BellSouth SWA Contract Tariffs.....	E26
BellSouth SWA FGA.....	E6
BellSouth SWA FGA Extension Service.....	E6
BellSouth SWA FGB.....	E6
BellSouth SWA FGC.....	E6
BellSouth SWA FGD.....	E6
BellSouth SWA Transport.....	E6
BellSouth SWA Service to Cellular Interconnection.....	E5
Bill Processing Service.....	E8
Billing Analysis Service.....	E8
Billing and Collection Services.....	E8
Billing Information Service.....	E8
Billing of Access Service Provided by Multiple Companies.....	E2
Billing Service.....	E8
Bipolar with 8 Zero Substitution (B8ZS).....	E2
Bridging (Special Access (a.k.a. BellSouth SPA) Service).....	E7

(N)